

**ALLEGED SHIPMENT:** On April 11, 1945, the defendant gave to a firm engaged in the business of shipping butter in interstate commerce a guaranty to the effect that all foods comprising each shipment or delivery made by the defendant to the holder of the guaranty would not be adulterated or misbranded within the meaning of the law.

On or about July 12, 1951, the defendant delivered under the guaranty a quantity of butter which was adulterated.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the use of filth-contaminated cream in its preparation.

**DISPOSITION:** May 22, 1952. A plea of guilty having been entered, the court fined the defendant \$1,000.

**18966. Adulteration of butter. U. S. v. 500 Pounds \* \* \*. (F. D. C. No. 32032. Sample No. 19269-L.)**

**LIBEL FILED:** October 9, 1951, Northern District of Iowa.

**ALLEGED SHIPMENT:** On or about September 25, 1951, by the Petersburg Cooperative Creamery, from Petersburg, Minn.

**PRODUCT:** 500 pounds of butter at Spirit Lake, Iowa.

**LABEL, IN PART:** (Retail carton) "Petersburg Creamery Butter One Pound Net."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 percent by weight of milk fat.

**DISPOSITION:** October 31, 1951. The Petersburg Cooperative Creamery, Jackson, Minn., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond, conditioned that it be reworked to the legal standard under the supervision of the Food and Drug Administration.

### CHEESE

**18967. Adulteration and misbranding of creamed cottage cheese and skim milk cheese. U. S. v. Cabot Farmers Cooperative Creamery Co., Inc. Plea of guilty. Fine, \$450. (F. D. C. No. 32742. Sample Nos. 4790-L, 4841-L, 23959-L.)**

**INFORMATION FILED:** March 13, 1952, District of Vermont, against Cabot Farmers Cooperative Creamery Co., Inc., Cabot, Vt.

**ALLEGED SHIPMENT:** On or about May 10, 14, and 16, 1951, from the State of Vermont into the States of New Hampshire, Massachusetts, and New York.

**LABEL, IN PART:** "Rosedale Brand \* \* \* Creamed Cottage Cheese" or "40# Creamed Cottage Cheese" and "Skim Milk Cheese."

**NATURE OF CHARGE:** Creamed cottage cheese. Adulteration, Section 402 (b) (1), a valuable constituent, milk fat, had been in part omitted from the food; and, Section 402 (b) (2), a product containing less than 4 percent by weight of milk fat had been substituted for creamed cottage cheese. Misbranding, Section 403 (a), the label statement "Creamed Cottage Cheese" was false and misleading since the product was not creamed cottage cheese; and, Section 403 (g) (1), the product failed to conform to the definition and standard of identity for creamed cottage cheese since it contained less than 4 percent by weight of milk fat.

Skim milk cheese. Adulteration, Section 402 (b) (2), a product containing in excess of 50 percent moisture had been substituted for skim milk cheese. Misbranding, Section 403 (g) (1), the product failed to conform to the definition and standard of identity for skim milk cheese for manufacturing since it contained more than 50 percent of moisture.

DISPOSITION: May 27, 1952. A plea of guilty having been entered, the court fined the corporation \$450.

## FISH AND SHELLFISH

**18968. Adulteration of canned sardines. U. S. v. 55 Cases \* \* \*. (F. D. C. No. 32093. Sample Nos. 16258-L, 16373-L.)**

**LIBEL FILED:** November 2, 1951, District of South Dakota.

**ALLEGED SHIPMENT:** On or about November 11, 1949, from Los Angeles, Calif.

**PRODUCT:** 55 cases, each containing 48 15-ounce cans, of sardines at Kansas City, Mo.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of decomposed fish. The product was adulterated while held for sale after shipment in interstate commerce.

**DISPOSITION:** January 16, 1952. Default decree of condemnation. The court ordered that the product be delivered to the municipal farm for use as animal feed.

**18969. Adulteration of oysters. U. S. v. 1,164 Cans \* \* \*. (F. D. C. No. 32091. Sample No. 4381-L.)**

**LIBEL FILED:** November 15, 1951, Southern District of Illinois.

**ALLEGED SHIPMENT:** On or about November 5, 1951, by Lancaster Seafoods, Inc., from Lively, Va.

**PRODUCT:** 1,164 pint cans of oysters at Galesburg, Ill.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), water had been substituted in part for oysters; and, Section 402 (b) (4), water had been added to the product and mixed and packed with it so as to increase its bulk or weight and reduce its quality.

**DISPOSITION:** December 11, 1951. Default decree of condemnation and destruction.

**18970. Adulteration and misbranding of oysters. U. S. v. 144 Cans, etc. (F. D. C. No. 32120. Sample Nos. 4400-L, 4401-L.)**

**LIBEL FILED:** November 26, 1951, Western District of Kentucky.

**ALLEGED SHIPMENT:** On or about November 19, 1951, by the Leib Packing Co., from Baltimore, Md.

**PRODUCT:** 144 pint cans of oysters standards and 144 pint cans of oysters selects at Owensboro, Ky.

**LABEL, IN PART:** "Oysters Standards [or "Selects"] 1 Pint Sun Brand."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), water had been substituted in part for oysters; and, Section 402 (b) (4), water had been added to the product and mixed and packed with it so as to increase its bulk or weight and reduce its quality.